

REMARKS

Status of Claims:

Claim 2 remains cancelled. New claim 17 is added. Thus, claims 1 and 3-17 are present for examination.

Acknowledgement of Claim for Foreign Priority:

In the Office Action, the Examiner did not mark boxes 12), 12) a), or 12) a) 1 to acknowledge the claim for foreign priority and to acknowledge that all of the certified copies of the priority documents have been received.

Accordingly, applicant requests that the Examiner acknowledge the claim for foreign priority and acknowledge receipt of the certified copy of the priority document sent on April 6, 2001.

Interview Summary:

Applicant expresses appreciation to the Examiner for the courtesy of the telephonic interview on May 17, 2006. The interview was between Examiner Kazimi and Justin Sobaje, attorney for applicant. No exhibits were shown and no demonstrations were conducted during the interview.

Before the interview, applicant faxed to the Examiner an interview request form with an attached "Brief Description of Arguments to be Presented". The remarks made in the "Brief Description Arguments to be Presented" are repeated in the remarks below.

During the interview we discussed the rejection under 35 U.S.C. 112, second paragraph. Applicant proposed to delete the word "preregistered" from the claims. The Examiner stated that he thought that deleting the word "preregistered" from the claims would take care of the 35 U.S.C. 112 issue.

Also, during the interview, we discussed features of independent claim 1 and the McCarty and Elgamal references. In particular, applicant argued that a customer in the

method of McCarty does not send bank account information of the customer directly to a bank server of the customer, but instead makes a payment or provides payment information to a kiosk or Internet website of the seller. Moreover, applicant argued that Elgamal does not cure the deficiency with respect to the teaching of McCarty, because a buyer in the system of Elgamal also provides credit card information or debit card information to a merchant and not to a bank server of the buyer.

The Examiner stated that he understood the explained difference between applicant's claims and the cited references. The Examiner also stated that he would check the references again to make sure that they do not disclose the claimed features and would check for other references. Finally, the Examiner stated that he would issue a notice of allowance if he did not find the claimed features in the cited references or in other references.

Claim Rejection under 35 U.S.C. 112:

Claims 1 and 3-16 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

With respect to claims 1 and 3-16, as amended, the rejection is respectfully traversed.

The Examiner stated that the precision of definiteness of the limitation, "sending preregistered bank account information to the bank server" is at issue because it is unclear with whom the account information is preregistered.

The word "preregistered" has been removed from the claims. In the interview of May 17, 2006, the Examiner stated that he thinks that removing the word "preregistered" from the claims would take care of the 35 U.S.C. 112 issue.

Therefore, claims 1 and 3-16, as amended, are believed to be in compliance with the requirements of 35 U.S.C. 112, second paragraph.

Claim Rejection under 35 U.S.C. 103:

Claims 1 and 3-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over McCarty et al. (U.S. Patent No. 5,946,660) (hereinafter McCarty) in view of Elgamal (U.S. Patent No. 6,671,279).

With respect to claims 1 and 3-16, as amended, the rejection is respectfully traversed.

Independent claim 1, as amended, recites a method for managing a payment between a seller and a buyer using a network, comprising:

“at a buyer terminal, accessing a home page of said seller through said network;

inputting at the home page of said seller displayed on said buyer terminal, a name and identification data of said buyer into said buyer terminal connected to said network, said identification data including a password of said buyer;

verifying said buyer based on the input name and identification data using a seller terminal connected to said network, said verifying including comparing said password of said buyer entered at said buyer terminal with password data stored in a payment management table installed at said seller terminal;

displaying at said buyer terminal, for each contract of one or more contracts between said buyer and said seller, a title, an amount due, and a due date, said buyer authorizing at said buyer terminal payment as to each contract;

sending **bank account information of said buyer**, after said seller terminal has verified said buyer, **directly to a bank server of said buyer** via said network using said buyer terminal, said bank account information of said buyer including an encoded PIN number of said buyer;

sending bank account information of said seller and a payment amount, after said seller terminal has verified said buyer, **directly to said bank server of said buyer** via said network using said seller terminal; and

transferring the payment amount to a bank account of said seller, which is indicated by said bank account information of said seller, directly from a bank account of said buyer, which is indicated by said bank account information of said buyer, **using said bank server of said buyer**, said transfer taking place over a line separate from said network.” (Emphasis Added).

Neither McCarty nor Elgamal, alone or in combination, disclose or suggest a method for managing a payment including the above-quoted features.

In the Office Action, the Examiner states that, “McCarty discloses ... sending pre-registered bank account information of said buyer, after said seller’s terminal has verified said buyer, directly to a bank server of said buyer via said network using said buyers terminal”. (Office Action; page 4) (Emphasis Added).

However, a customer in the method of McCarty does not send bank account information of the customer directly to a bank server of the customer, but instead makes a payment or provides payment information to a kiosk 22 of the seller or to an Internet website that is a command center 12 of the seller. (McCarty; column 4, lines 39-44; column 5, lines 2-30; column 6, lines 42-56; column 7, lines 6-10; column 8, lines 6-11; column 9, lines 17-20; column 10, lines 44-46; column 11, lines 40-45).

The kiosk 22 in the system of McCarty has a money transfer means, such as a credit card reader 38, a check reader 40, an automatic fund transfer arrangement, or a cash accepting device 46. (McCarty; column 6, lines 42-56). As a consequence, in the method of McCarty, if a customer wants to make an automatic fund transfer to have funds automatically withdrawn from the customer’s bank account, the customer must provide the bank account information to the kiosk 22 or Internet website of the seller.

Moreover, Elgamal does not cure the deficiency with respect to the teaching of McCarty, because a buyer in the system of Elgamal also provides credit card information or debit card information (even though encrypted) to a merchant and not to a bank server of the buyer. (Elgamal; column 22, lines 40-47).

Therefore, independent claim 1, as amended, is neither disclosed nor suggested by the McCarty and Elgamal references and, hence, is believed to be allowable. The Patent Office has not made out a *prima facie* case of obviousness under 35 U.S.C. 103.

Independent claim 9, as amended, recites a payment managing system with features similar to features of a method for managing a payment of independent claim 1 and, thus, is

believed to be allowable for at least the same reasons that independent claim 1 is believed to be allowable.

The dependent claims are deemed allowable for at least the same reasons indicated above with regard to the independent claims from which they depend.

Also, applicant traverses the taking of Official Notice by the Examiner on page 5 of the Office Action. In support of the Official Notice, the Examiner cites the document "Digital Library". (Office Action; page 6, response to arguments). The date of the "Digital Library" reference is September 14, 2000. Applicant has claimed priority to Japanese priority document number JP 2000-107048. JP '048 was filed on April 7, 2000, and, thus, antedates the "Digital Library" reference that has a date of September 14, 2000. As such, the "Digital Library" reference is not prior art against applicant's claims.

Conclusion:

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741.

If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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